

# **Exhibit A**

Approved, SCAO		Original - Court 1st copy - Defendant	2nd copy - Plaintiff 3rd copy - Return
<b>STATE OF MICHIGAN</b> JUDICIAL DISTRICT 9th Kalamazoo JUDICIAL CIRCUIT COUNTY	<b>SUMMONS</b>	<b>CASE NO.</b> 2024 - 0784 - CB Honorable Curtis J. Bell	
Court address 330 Eleanor Street, Kalamazoo, MI 49007		Court telephone no. (269) 383-8837	
Plaintiff's name, address, and telephone no. KALAMAZOO CANDLE COMPANY, LLC, a Michigan Limited Liability Company		<b>v</b>	Defendant's name, address, and telephone no. T-FORCE FREIGHT, INC, a Virginia Corporation c/o CSC - Lawyers Incorporating Service Company 3410 Belle Chase Way STE 600 Lansing, MI 48911
Plaintiff's attorney, bar no., address, and telephone no. Philip E. Hamilton (P68814) Hamilton Law, PLC 3431 Oakland Dr Kalamazoo, MI 49008 (269) 488-8394   phil@hamiltonlawplc.com			

Instructions: Check the items below that apply to you and provide any required information. Submit this form to the court clerk along with your complaint and, if necessary, a case inventory addendum (MC 21). The summons section will be completed by the court clerk.

#### Domestic Relations Case

- ☐ There are no pending or resolved cases within the jurisdiction of the family division of the circuit court involving the family or family members of the person(s) who are the subject of the complaint.
- ☐ There is one or more pending or resolved cases within the jurisdiction of the family division of the circuit court involving the family or family members of the person(s) who are the subject of the complaint. I have separately filed a completed confidential case inventory (MC 21) listing those cases.
- ☐ It is unknown if there are pending or resolved cases within the jurisdiction of the family division of the circuit court involving the family or family members of the person(s) who are the subject of the complaint.

#### Civil Case

- ☒ This is a business case in which all or part of the action includes a business or commercial dispute under MCL 600.8035.
- ☐ MDHHS and a contracted health plan may have a right to recover expenses in this case. I certify that notice and a copy of the complaint will be provided to MDHHS and (if applicable) the contracted health plan in accordance with MCL 400.106(4).
- ☒ There is no other pending or resolved civil action arising out of the same transaction or occurrence as alleged in the complaint.
- ☐ A civil action between these parties or other parties arising out of the transaction or occurrence alleged in the complaint has

been previously filed in ☐ this court, ☐ \_\_\_\_\_ Court, where

it was given case number \_\_\_\_\_ and assigned to Judge \_\_\_\_\_

The action ☐ remains ☐ is no longer pending.

Summons section completed by court clerk.

**SUMMONS**

**NOTICE TO THE DEFENDANT:** In the name of the people of the State of Michigan you are notified:

1. You are being sued.
2. **YOU HAVE 21 DAYS** after receiving this summons and a copy of the complaint to **file a written answer with the court** and serve a copy on the other party or take other lawful action with the court (28 days if you were served by mail or you were served outside of Michigan).
3. If you do not answer or take other action within the time allowed, judgment may be entered against you for the relief demanded in the complaint.
4. If you require accommodations to use the court because of a disability or if you require a foreign language interpreter to help you fully participate in court proceedings, please contact the court immediately to make arrangements.

Issue date	Expiration date*	Court clerk
December 20, 2024	March 21, 2025	

\*This summons is invalid unless served on or before its expiration date. This document must be sealed by the seal of the court.

Summons (3/23)

Case No. 2024-0784-CB**PROOF OF SERVICE**

**TO PROCESS SERVER:** You must serve the summons and complaint and file proof of service with the court clerk before the expiration date on the summons. If you are unable to complete service, you must return this original and all copies to the court clerk.

**CERTIFICATE OF SERVICE / NONSERVICE**

☐ I served ☐ personally ☒ by registered or certified mail, return receipt requested, and delivery restricted to the addressee (copy of return receipt attached) a copy of the summons and the complaint, together with the attachments listed below, on:

☐ I have attempted to serve a copy of the summons and complaint, together with the attachments listed below, and have been unable to complete service on:

Name	Date and time of service
Place or address of service	
Attachments (if any)	

☐ I am a sheriff, deputy sheriff, bailiff, appointed court officer or attorney for a party.

☐ I am a legally competent adult who is not a party or an officer of a corporate party. I declare under the penalties of perjury that this certificate of service has been examined by me and that its contents are true to the best of my information, knowledge, and belief.

Service fee	Miles traveled	Fee	
\$		\$	
Incorrect address fee	Miles traveled	Fee	TOTAL FEE
\$		\$	\$

Signature

Name (type or print)

**ACKNOWLEDGMENT OF SERVICE**

I acknowledge that I have received service of a copy of the summons and complaint, together with

Attachments (if any) \_\_\_\_\_ on \_\_\_\_\_  
Date and time

Signature \_\_\_\_\_ on behalf of \_\_\_\_\_

Name (type or print) \_\_\_\_\_

**STATE OF MICHIGAN  
IN THE 9<sup>th</sup> CIRCUIT COURT FOR THE COUNTY OF KALAMAZOO**

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KALAMAZOO CANDLE COMPANY, LLC  
a Michigan Limited Liability Company,

Plaintiff,

v.

Case No. 2024 - 0784 - CB  
Judge Curtis J. Bell

T-FORCE FREIGHT, INC.,  
a Virginia Corporation,

and

JACENT STRATEGIC MERCHANDISING,  
a Delaware Limited Liability Company,

Defendants.

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Philip E. Hamilton (P68814)  
Hamilton Law, PLC  
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Kalamazoo, MI 49008  
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[phil@hamiltonlawplc.com](mailto:phil@hamiltonlawplc.com)  
*Attorneys for Plaintiff*

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There is no other pending or resolved civil action arising  
out of the transaction or occurrence alleged in the complaint.

**COMPLAINT**

Plaintiff Kalamazoo Candle Company, LLC ("Plaintiff"), by and through their attorneys,  
Hamilton Law, PLC, and for its Complaint against T-Force Freight, Inc. ("T-Force") and Jacent  
Strategic Merchandising ("Jacent") allege as follows:

**INTRODUCTION**

1. This is a lost shipment case. Plaintiff paid for a shipper to deliver its goods to one of its customers. The customer initially said they did not receive the goods; then the customer said they received the goods; then they said finally they did not receive the goods. The shipper refuses to reimburse Plaintiff for the lost goods. Plaintiff is not entirely sure what happened. But what Plaintiff does know is that it should be reimbursed for the loss by either the shipper or the customer or both.

### **PARTIES**

2. Plaintiff is a Michigan Limited Liability Company doing business in Kalamazoo County, Michigan.

3. Defendant T-Force is a Virginia Corporation foreign qualified to do business in Michigan with a resident agent in Ingham County, Michigan, and upon information and belief, doing business in Kalamazoo County, Michigan.

4. Defendant Jacent Strategic Merchandising is Delaware Limited Liability Company foreign qualified to do business in Michigan with a resident agent in Washtenaw County, Michigan, and upon information and belief, doing business in Kalamazoo County, Michigan.

### **JURISDICTION AND VENUE**

5. Jurisdiction is appropriate in Circuit Court because the amount in controversy exceeds \$25,000.00.

6. The venue is appropriate in this case in Circuit Court for Kalamazoo County, Michigan because one or both Defendants do business in Kalamazoo County, Michigan.

### **GENERAL ALLEGATIONS**

7. Plaintiff contracted with T-Force Freight, through its freight broker, to transport goods in pallet quantities to one of its customers, Jacent.

8. On or about [Insert Date], Plaintiff submitted three (3) pallets of goods to Defendant for shipment to Jacent.

9. The goods, valued at approximately \$45,002.70, were lost in transit and have not been located or returned to KCC.

10. KCC filed a formal claim with T-Force, identified as Claim Number 2881559, seeking reimbursement for the lost goods.

11. T-Force informed KCC that the claim would require up to 120 days for resolution, including response, counterclaim, or payment.

12. Despite the expiration of the 120-day period, T-Force has failed to respond substantively, reimburse Plaintiff, or propose an alternative resolution.

13. T-Force's actions and inactions have left KCC without recourse for the loss incurred.

#### **COUNT I – BREACH OF CONTRACT**

14. KCC incorporates by reference the allegations in Paragraphs 1 through 13 as if fully set forth herein.

15. KCC and T-Force entered into a contract for the shipment of goods.

16. T-Force breached the contract by failing to deliver the goods and failing to reimburse KCC for the loss.

17. As a direct and proximate result of T-Force's breach, KCC has suffered damages in the amount of at least \$45,002.70.

#### **COUNT II – NEGLIGENCE**

18. KCC incorporates by reference the allegations in Paragraphs 1 through 17 as if fully set forth herein.

19. T-Force owed KCC a duty of care to safely transport and deliver the goods.

20. T-Force breached that duty by failing to exercise reasonable care in handling and delivering KCC's goods.

21. As a direct and proximate result of T-Force's negligence, KCC suffered damages in the amount of at least \$45,002.70.

**COUNT III – VIOLATION OF THE CARMACK AMENDMENT (49 U.S.C. § 14706)**

22. KCC incorporates by reference the allegations in Paragraphs 1 through 21 as if fully set forth herein.

23. T-Force, as a freight carrier, is liable under the Carmack Amendment for the loss of goods during transit.

24. T-Force failed to deliver the goods and failed to compensate KCC for the loss.

25. As a result of T-Force's violation of the Carmack Amendment, KCC has incurred damages of at least \$45,002.70, plus interest and attorneys' fees as permitted by law.

**COUNT IV - BREACH OF CONTRACT**

26. KCC incorporates by reference the allegations in Paragraphs 1 through 25 as if fully set forth herein.

27. Despite initially indicating it received the good, then saying that it did not receive the goods, ultimately, Jacent received the goods.

28. Jacent did not pay for the goods.

29. Jacent's actions in receiving the good but not paying for the good was a breach of contract.

30. Jacent's breach of contract damaged KCC.

**COUNT V - UNJUST ENRICHMENT**

31. KCC incorporates by reference the allegations in Paragraphs 1 through 30 as if fully set forth herein.

32. It would be unjust to KCC not to be compensated either for the loss of goods by T-Force or by the retention of goods without payment by Jacent. Either way, KCC should receive the payment due – either from T-Force or Jacent, or from both.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff Kalamazoo Candle Company, LLC respectfully requests that this Honorable Court enter judgment in its favor and against Defendant T-Force Freight, Inc., as follows:

- A. Damages in the amount of \$45,002.70.
- B. Interest, costs, and attorneys' fees as permitted by law.
- C. Any further relief this Court deems just and equitable.

Respectfully submitted,

**HAMILTON LAW, PLC**

/s/ Philip E. Hamilton, Esq.

Date: December 20, 2024

\_\_\_\_\_  
Philip E. Hamilton (P68814)  
Attorneys for Plaintiff(s)

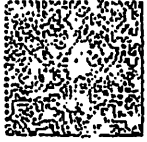


CERTIFIED MAIL



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First-Class



US POSTAGE  
METRO  
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T-Force Freight, Inc  
c/o CSC -Lawyers Incorporating Service Company  
3410 Belle Chase Way STE 600  
Lansing, MI 48911